

**CITY OF GREENVILLE
STATE OF SOUTH CAROLINA
REQUEST FOR PROPOSALS**

RFP NO. 16-3520



**DOWNTOWN DESIGN
GUIDELINES**

DUE: JANUARY 22, 2016

2:00 PM



CITY OF GREENVILLE, SC REQUEST FOR PROPOSALS RFP NO. 16-3520

SEALED PROPOSALS will be received in the Purchasing Division, 7th Floor, City Hall, 206 South Main Street, Greenville, South Carolina until 2:00 P.M. ET, January 22, 2016. All qualified consultants/firms are invited to submit proposals to the City of Greenville for the following:

Downtown Design Guidelines

The City encourages the use of recycled paper products and double sided print. The City discourages the use of plastic products including 3-ring binders, plastic folders, etc. for all submissions.

SUBMIT: One (1) unbound original, five (5) bound copies and one (1) electronic copy of all requested documentation must be received on or before 2:00 P.M. ET, January 22, 2016.

ADDRESS TO: City of Greenville
Purchasing Division
City Hall, 7th Floor
Attention: Maribel Diaz

MAILING ADDRESS: P. O. Box 2207, Greenville, South Carolina 29602

OFFICE ADDRESS: 206 South Main Street, Greenville, South Carolina 29601

E-MAIL: mdiaz@greenvillesc.gov

MARK OUTSIDE: “RFP NO. 16-3520 – Downtown Design Guidelines”

DEADLINE ENFORCED

PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS SHALL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE OFFEROR. IT IS THE OFFEROR’S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSAL. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLIGENCE ARE RISKS ALLOCATED TO OFFERORS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. E-MAIL, TELEPHONE, OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

Any offer submitted as a result of this RFP shall be binding on the offeror for **NINETY (90)** calendar days following the specified opening date. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the City of such error in writing and request modification or clarification of the document. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP or the matter shall be waived.

Proprietary and/or Confidential Information

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal. All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. *All information not so denoted and identified shall be subject to disclosure by the City.*

OFFERORS ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this RFP shall not be relied upon unless they are subsequently ratified by a formal written amendment to this RFP.

This Request for Proposal is being issued by the City of Greenville Purchasing Division. Direct all questions or request for clarification of this RFP to e-mail mdiaz@greenvillesc.gov.

Offerors are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to this policy may be grounds for rejection of your proposal.

Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Request for Proposal will be posted on the City of Greenville website at:

<http://www.greenvillesc.gov/bids.aspx>

All Offerors should consult this website for updates before submitting bids.

THE DEADLINE FOR QUESTIONS IS: 2:00 P.M., JANUARY 13, 2016

The City of Greenville reserves the right to reject any or all proposals, or any parts thereof, waive informalities, negotiate terms and conditions, and to select an Offeror that best meet the needs of the City of Greenville and its employees.

Current E-mail Address Required

All proposals submitted shall include a current e-mail address. Once selected, Notice of Award shall be posted on the City's website; and Notice of Award, and notices of non-award, shall be sent to all proposers via e-mail. No hard copy notices will be sent via regular mail.

Policy Concerning Minority and Woman Owned Business Enterprises

Intent

Business firms owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist woman- and minority-owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that woman- and minority-owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process.

Goal for Participation

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a contractor to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City. However, a specific expectation has not been set for this contract.

Preference in Scoring Proposals

In making procurement decisions which require written evaluations using weighted factors on a 100 point scale, M/WBEs submitting bids or proposals shall receive five additional points in the evaluation.

Required Forms

Firms submitting proposals are required to include OMB Forms 5A and/or 5B, as appropriate. These forms can be found at the end of the General Conditions Section of this document.

Compliance with the South Carolina Illegal Immigration Reform Act

Any contractor entering into a service contract with the City of Greenville must certify to the City of Greenville that the contractor intends to verify any new employees' status, and require any subcontractors or sub-subcontractors performing services under the service contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

Protest of Solicitation or Award

Solicitation - Section 2.4. A. of the City of Greenville Procurement Policy allows any prospective bidder, Offeror, contractor who is aggrieved in connection with the solicitation of a contract to protest to the Purchasing Administrator within ten (10) calendar days of the date of issuance of the Invitation for Bids or Request for Proposals or other solicitation documents, whichever is

applicable, or any amendment thereto. Any protest shall be in writing, submitted to the Purchasing Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.


Award - Section 2.4. B. of the City of Greenville Procurement Policy allows any actual bidder, Offeror, contractor who is aggrieved in connection with the intended award or award of a contract to protest to the City Manager within ten (10) calendar days of the date the notification of award is posted in accordance with this policy. Any protest shall be in writing, submitted to the City Manager, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

Firms should also be aware that, should a contract be awarded, the City will require reports of the utilization of any minority business enterprises to be filed along with requests for payment. The City reserves the right to audit accuracy of the utilization reports that are filed.

Proposals that are not signed will not be accepted as complete and shall not be considered. Proposals must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the offeror.

The words "Bidder", "Offeror", "Consultant", "Proposer", "Vendor", and "Contractor" are used interchangeably throughout this bid, and are used in place of the person, firm, or corporation submitting a bid.

Dated at Greenville, South Carolina, this 14 day of December, 2015.

By: 
Maribel Diaz, Buyer
City of Greenville, South Carolina

Reviewed By:


Purchasing Administrator

12-16-15
Date


Deputy City Manager / Director of Economic Development

12/15/15
Date


Planning & Development Manager

12/15/15
Date


Risk Manager

12-15-2015
Date


OMB Director

12.17.2015
Date


Legal Department

12-15-15
Date

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**DOWNTOWN DESIGN GUIDELINES
REQUEST FOR PROPOSALS
RFP No. 16-3520**

1.0 INTRODUCTION

1.1 General

The City of Greenville, South Carolina is soliciting proposals from qualified consulting teams to provide professional services to consolidate and update the design guidelines for Downtown. The update will include a review of existing master plans, public engagement, planning and massing studies and a comprehensive review and update of existing guidelines as needed. The consultants work on this project is anticipated to begin approximately March 2016, with completion by the end of 2016.

1.2 Background

The City of Greenville is located in the Upstate region of South Carolina, along the I-85 corridor between Charlotte, NC and Atlanta, GA. It is the county seat for Greenville County. The City is positioned within the Carolina Piedmont megalopolitan area that extends throughout the Carolinas along the I-85 corridor and around the growth of Raleigh and Charlotte. Further down I-85, the Georgia megalopolitan area emanates out of the Atlanta metro area. www.greenvillesc.gov

The City consists of approximately 26.14 square miles. The Downtown area has been recognized nationwide as a model for urban revitalization. The process began thirty years ago with the construction of the Hyatt Regency Hotel and a master plan created by Lawrence Halprin, who took a then state highway and converted it into a tree lined pedestrian streetscape. Halprin's work is marked by his attention to human scale, user experience, and the social impact of his designs, in the egalitarian tradition of Frederick Law Olmsted

Downtown Greenville is bisected by a wooded valley park containing the falls of the Reedy River. The Liberty Bridge is located just downstream from this group of waterfalls, replacing a six-lane highway bridge that was demolished to improve the visibility and accessibility to the falls and adjacent park. The bridge has a curved clear span over the river that curves away from the falls, providing visitors with an aerial amphitheater from which to view the cascading water. The link gently slopes into the ravine and is supported by twin inclined towers and a single suspension cable with thin cable suspenders only on the side away from the falls, allowing for unobstructed views. The bridge, with a total length of approximately 380 feet (120 m) and a clear span of 200 feet (61 m), appears to float over the landscape. The twin towers and suspension cable are visible from vantage points around the city, calling attention and drawing visitors to the public park, falls and river.

The Liberty Bridge was completed in 2004, with Miguel Rosales of Boston-based transportation architects Rosales + Partners providing conceptual, preliminary, and final designs, construction services, and community participation to the City of Greenville.

Below the bridge the 28 foot Reedy River Falls is the site where Greenville's first European settler, Richard Pearis, established his trading post in 1768. Later he built grist and saw mills at this same location which was the hub of early industry in Greenville until the 1920s. In the mid-1980s, the Carolina Foothills Garden Club and the City of Greenville adopted a master plan for the park that was designed to restore the beauty of the area and provide a safe and welcoming gathering spot for individuals and groups.

The vision for a dramatic public garden was finally realized when the Camperdown Bridge was removed in 2002. Using funds generated through a local hospitality tax, and building on the master plan designed in 1999 by landscape architect Andrea Mains, Falls Park was developed to include 20 acres of gardens showcasing Reedy River Falls. In August 2002, Mayor Knox White announced "In Full Bloom in 2003," a \$13 million initiative to transform the park into a public garden and oasis.

Downtown Greenville is Upstate South Carolina's largest central business district. Downtown's exciting revitalization stems from over 30 years of strategic public-private partnerships mixed with sound planning principles. The redevelopment has evolved around a vision for a thriving "state-of-the-art" community in which numerous opportunities exist to live, work, and play. Downtown is alive and flourishing as the home to offices, shops, restaurants, entertainment, and many residents, making it a great area for economic investment.

Downtown Greenville is the pre-eminent business center of the Upstate, accounting for over one-third of the total office space in the Greenville-Spartanburg metropolitan area, with over 3 million square feet. It is one of the area's most popular dining and entertainment destinations. With over ninety restaurants and pubs clustered around Main Street, Greenville's downtown offers a wide variety of options for all tastes.

Since downtown is a center of business, culture, and entertainment, not surprisingly it has also become one of the most desirable residential districts in and around Greenville. The unique benefits of living downtown attract more and more residents, giving the downtown area an even more well-rounded character.

Greenville's downtown is also the cultural center for the region, featuring the Peace Center for the Performing Arts, the Greenville County Art Museum, the Greenville County Public Library, the Museum and Gallery at Heritage Green, the Upcountry History Museum, the Children's Museum of the Upstate and a number of private galleries and theater venues. Additionally, there is fun for the whole family with many parks, the Greenville Zoo, the Bon Secour Wellness Arena, and Fluor Field, home to the Greenville Drive, the Boston Red Sox's minor league baseball team.

In 2001, the City Council adopted the Central Business District Guidelines and the West

End Historic District Guidelines. Also, the City retained Sasaki and Associates in 2008 to create an updated master plan for the Downtown.

Five key principles establish the foundation for the current downtown Greenville master plan. These principles derive from conversations with stakeholders, the diagnosis of current issues, and an understanding of the overwhelming potential that lies ahead for downtown Greenville.

1. Expand to the five corners of downtown

Vibrant downtown areas often are successful because of their easy walkability within a compact area. In downtown Greenville, a five-minute walk on Main Street takes one from Court Street to the Falls or to North Street. While it would also be a short distance to reach Church Street or Academy Street, there is little to draw one in these east-west directions.

2. Create a green necklace

Parks are defining elements that give downtowns unique identity while also providing essential quality of life. Urban parks can become places of quiet respite from the bustle of the street and activities within buildings, or they can become intense centers of activity themselves, places to meet other people and participate in cultural events. Falls Park in downtown Greenville is highly successful in both these regards, offering quiet spaces and intense activity within a dramatic landscape. As downtown grows, a system of parks will bring open spaces into each corner, improving access for all and creating opportunities to connect one place to another along pedestrian and bicycle trails.

3. Celebrate the points of arrival

The Five Corners occupy the edges of downtown where today the sense of identity is the weakest. At these gateway locations into the heart of downtown, a visitor forms their first opinion of the city and begins to find their bearings. In each corner, a strong civic identity needs to be coupled with distinctive high quality architecture. A consistent system of wayfinding and signage would orient people to downtown, the different districts, and the unique destinations. As new development progresses, streetscape improvements in these outer corners will extend the notion of downtown and make them pedestrian friendly zones. Some elements of the streetscape palette may be consistent throughout downtown, and some elements could vary from district to district. New development would frame the streets creating the vibrancy and active street life that defines downtown.

4. Tame the roads

Cities have the unique challenge of trying to move people and goods while maintaining a high quality of life. Unless carefully thought out, transportation routes can easily become as much a barrier as a conduit. While Greenville struggled with the barriers of rail lines at the turn of the last century, the current barriers are the arterial highways that surround downtown, examples of how the

automobile took priority over all other forms of movement in the last half century. The premise today is that cities need to work equally well for pedestrians as they do for vehicles, especially as we come to appreciate downtowns as residential neighborhoods, visitor destinations, and places to recreate.

5. Create a linked transit network

Well-functioning transit systems can relieve the streets of cars by offering reliable alternatives. Public transit can never achieve the dispersed access of automobiles but can carry significant ridership along well traveled routes. The imperative for transit lies in the increasing environmental and economic cost of automobile dependency. The demand for expensive and space consumptive parking on scarce urban land creates another basis for encouraging use of public transit. A true multi-modal system needs to consider all forms of access, beginning with the international and civil airports, Amtrak, and the proposed high speed rail, and their relationship to the proposed bus rapid transit, expanded trolley service, and existing GTA bus service, as well as the interface with automobiles, parking, bicycles and pedestrians. Greenville is seizing the opportunity to improve the existing systems and can carefully craft the best possible alignments and service of the new systems to maximize ridership and connect key destinations. With a cohesive system and focused goals, the process of advocacy, funding and implementation must begin as early as possible and will require a sustained effort.

2.0 SCOPE OF SERVICES

2.1 Project Summary

The project will consolidate and update the West End Historic District Guidelines and the Downtown Design Guidelines into one user friendly resource. It will be structured to provide guidance on appropriate treatment approaches for sites Downtown and in the historic areas.

Paramount to the update and consolidation project will be looking at all of the existing studies and incorporating and updating past recommendations along with current market and design trends while receiving input from the various constituents of Downtown including the design community, everyday users, developers and the public at large. Public engagement will be critical to the success of this project.

The second piece will be to create a three dimensional model in cooperation with the City to allow the City and the public to visualize the impact of projects and recommendations. The City already has an extensive 3D model that can be used to explore design guideline changes and for public discussion.

The modified guidelines will need to maintain that balance with the business and development community and the characteristics that make Downtown Greenville successful and attractive.

2.2 Coordination

The consultant will initially meet with a Steering Committee which will include

downtown stakeholders, local design professionals, developers, business owners, and City of Greenville Staff. Once the direction of the project is established and key issues are identified, the consultant will develop the manual in coordination with the Committee. The draft document will be presented to the public and City Council at a number work sessions. The consultant will be expected to effectively coordinate with the committee's and public as well as produce all materials necessary to facilitate the meetings and work sessions.

2.3 Document Content

The manual must, at a minimum, contain an annotated outline of design review issues. The guideline manual must include excellent visual examples which illustrate appropriate and inappropriate treatment approaches for building and site features. The manual must also include detailed text which clearly communicates appropriate and inappropriate treatment approaches for building and site features. Additional graphics (illustrations, sketches, graphs, tables, flow charts) should also be used to better illustrate issues and approaches within the document. The Design Guidelines Manual will become the exclusive property of the City of Greenville.

2.4 Document Format

The specific format of the manual will be outlined by the Steering Committee under the professional guidance of the consultant. The manual shall be written with the ability to be understood and applied by a layperson or a professional designer or developer. The manual will not be printed by the City but rather it will be electronically produced and distributed by City of Greenville. An electronic master copy of the document in its original format must be furnished to the City upon completion of the project along with a reproducible hard copy.

2.5 Summary of Key Tasks

- Review existing reports including:
 - Sasaki Downtown Master Plan
<http://www.greenvillesc.gov/DocumentCenter/View/283>
 - Downtown Streetscape Master Plan
<http://www.greenvillesc.gov/DocumentCenter/View/284>
 - Existing Design Guidelines <http://www.greenvillesc.gov/180/Design-Guidelines>
- Review current project trends
- Develop methodology to create new standards that support Greenville's uniqueness
- Examine existing Master Plans and check applicability with current trends and make recommendations for changes, if any, in the Downtown Master Plan
- Review and recommend boundaries for C-4 Zoning District including vehicular and pedestrian zones
- Create new/update design guidelines that preserve and enhance Greenville's

- unique character while allowing growth to continue
- Evaluate the “no height limit” and determine if certain districts or areas should have a height limit
- Develop requirements to ensure at the pedestrian level, all spaces are active
- Create guidelines for public and private spaces
- Review and create design guidelines for signage for each of the key areas in Downtown including Main Street, side streets and historic properties
- Attend and present strategies and drafts at least three stakeholder meetings
- Present draft and final recommendations to the Design Review Board and City Council
- Develop a 3D model in cooperation with the City’s GIS staff to allow visualization of potential development over time that can be used to illustrate guidelines impact on the street and skyline and can be used in public presentations. City currently has the base 3D model and current projects using these programs.
<http://www.esri.com/software/cityengine> <http://www.lumenrt.com/>

2.6 Schedule / Process*

January 22, 2016 – Proposals due to the City of Greenville by 2PM

February 2016 – Consultant interviews and consultant is selected.

February / March 2016 - The consultant will meet with key City Staff to discuss the project and tour the City of Greenville.

March / April 2016 - The Design Guidelines Steering Committee and consultant will participate in a workshop to discuss existing documents strengths and weaknesses and identify the format and approach for the new guidelines. The Committee will include members of the Design Review Board.

April 2016 - The consultant will submit a final methodology and outline for the project.

April / May 2016 – The consultant will meet with various constituent groups including developers, design professionals and residents including an open house drop in to solicit ideas and comments from the public.

May – August 2016 - The Consultant will coordinate with the City Staff and Steering Committee as the draft manual is developed.

August 2016 - The Consultant will host a day-long open house for the public and present the draft to the public for comments and input.

September 2016 - The consultant will submit draft guidelines to the City for initial review and then present to the Design Review Board and City Council for comments.

October 2016 - The consultant will submit draft Guidelines with requested revisions for public comment at a City Council Workshop.

November 2016 - Consultant will submit final guidelines and final 3D model for final City review.

December 30, 2016 - The consultant will submit to the City five (5) bound master copies and an electronic master of copy of the document in its original format.

*The City of Greenville reserves the right to modify the schedule as the project demands.

3.0 CONSULTANT PROJECT SUBMISSIONS

3.1 Submission Details

RESPONSE TO THIS REQUEST FOR PROPOSALS MUST INCLUDE THE FOLLOWING:

Those firms interested in providing professional services for this project must submit one Original and five (5) bound copies and one (1) electronic copy and the proposal must include the items specifically enumerated in section 3.2.

3.2 Proposal Development

a. Required content of proposal:

The detailed requirements set forth in the **Proposal Format** are recommended. Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.

All costs incurred by the Proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer.

The information and proposed budget for the consultant selected for contract award will form the basis for negotiation of a contract. The City of Greenville reserves the right to issue a contract without further negotiation using the information contained in the RFP. Failure of a prospective contractor to accept this method of contract development will result in cancellation of the award.

b. Proposal format:

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order.

- 1) **Transmittal Letter:** A transmittal letter must be submitted with the proposal which shall include:
 - a) The RFP subject and Bid number.
 - b) Name of the firm responding, including mailing address, e-mail address, telephone number, and name of contact person or persons.
 - c) A brief profile of the firm, outlining its history, philosophy, and target market of the firm or team.
 - d) The name of the person or persons authorized to make representations on behalf of the consultant, binding the firm to a contract.

- 2) **References:** A minimum of three (3) Letters of Recommendation from past projects completed, that are similar in size and scope must be provided. Also include five (5) references, which may be the same contacts as the Letters of Recommendation, that;
 - a) Demonstrate the working relationships and success on similar projects, including a brief project description and a contact name and address for reference.

Preference will be given towards projects completed within the past five (5) years.

- 3) **Technical Proposal:** Shall be no more than 15 double-sided pages (a total of no more than 30 pages) and include in order:
 - a) An overall description of the strategy and methods by which the firm intends to approach the project. This shall include detailed examples of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal.
 - b) Provide the names of the project team, including lead firm and any outside consultants and/or subcontractors, and include a brief description of their role in this project.
 - c) A task analysis for each task indicating the personnel assigned by name and title; amount of time to be expended; and joint venture (including the use of subcontractors). The indicated personnel should appropriately match the scope of work proposed.
 - d) **Costs:** A Cost Proposal consisting of:
 - i. The firm's standard hourly rate fee schedule. Also, include the standard hourly rate fee schedule for each team member.
 - ii. A composite schedule, by task, of direct labor hours.
 - iii. An itemized schedule of all labor and direct expenses. If the use of sub-consultants is proposed, a separate schedule of all labor and expenses must be provided for each sub-consultant.

- 4) **Qualifications:** Proposer is required to provide a description of the proposed project team, staff qualifications, experience and credentials. This should include:
- a) A brief description of the firm, organization structure, location of principal offices, number of professional personnel.
 - b) A qualification summary containing a description of the firm's qualifications and the resumes of all key personnel including all outside consultants and/or sub-contractors to be employed on this project including their longevity with their respective firms.
 - c) The name and relevant experience of the principal in charge.
 - d) The name and relevant experience of the project manager who will have direct and continued responsibility for the project. This person will be the City's contact on all matters dealing with the project and will handle all day-to-day activities from project initiation to completion.
 - e) Five (5) Project examples of successful designs of similar scope and demands, completed by the firm or team, to include examples from outside consultants and/or sub-contractors on the team. Preference will be given to plans completed within the last five years.

3.3 Proposal Evaluation Criteria

The City Staff Team will evaluate proposals based on the factors outlined within Section 3.3, which shall be applied to all eligible, responsive proposals in selecting the successful Proposer. The City Team reserves the right to disqualify any proposal for, but not limited to; person or persons it deems as non-responsive and/or non-responsible. The City Team reserves the right to make such investigations of the qualifications of the proposer as it deems appropriate.

Award of any contract may be made without discussion with Proposers after responses are received. The City reserves the right to cease contract negotiations if it is determined that the proposer cannot perform services specified in their response. Proposal evaluation criteria will be grouped into percentage factors as follows:

- 1) **Quality of Proposal** (*Maximum 25 points*)
- a) This criterion will evaluate the Proposer's understanding of the overall project and their proposed approach to the project within each major element defined in the Scope of Services.
 - b) Proposer's responsiveness to the proposal requirements and guidelines.
 - c) Cost-effectiveness of the proposal will be considered as part of the overall quality of the proposal.

2) Technical Capabilities and Specialized Knowledge *(Maximum 25 points)*

- a) This criterion involves an evaluation of the technical capabilities and specialized knowledge needed to successfully perform the specified Scope of Services, and a review of the proposing firm's demonstrated previous ability to deliver the work required in a timely and proficient manner. Specifically, the City team will evaluate each firm's capabilities of providing the following in a professional, successful, and timely manner:
 - i. Creation of a comprehensive design of comparable scope, demands and complexity;
 - ii. Project strategies and methodologies proposed to be used;
 - iii. Creative, innovative, and cost effective concepts and/or solutions to challenging design issues;
 - iv. Three (3) D modeling expertise; Signage expertise.
- b) The consultant's past design descriptions and references submitted in the proposal.

3) Professional Qualifications and Experience *(Maximum 25 points)*

This criterion involves an evaluation of the qualifications, knowledge, and experience of the Principal, Project Manager, and professional staff assigned to this project. It will involve a review of the background, experience, performance records, competence, and integrity of the firm, as well as an assessment of the qualifications of the project team who will be responsible for the performance of the Scope of Services. The overall team capacity, balance, and organization will also be evaluated. This factor will also include an assessment of the availability and ability of the firm (including the Project Manager and key personnel) to perform the Scope of Services in a timely manner. The Proposer's stated ability to become familiar with codes, regulations, and protocol of the City will also be considered.

4) Public Outreach *(Maximum 25 points)*

- a) Public involvement is an integral part of this process and proposals should appropriately reflect this aspect.
- b) Particular consideration will be given to the proposal that best exemplifies an appropriate and creative public participation element.

5) Compliance with City's Minority and Woman Owned Business Goal *(5 points)*

Particular consideration will be given to the proposal that best exemplifies compliance with the City's Minority and Woman Owned Business Goal. Credit is only given if the company submitting the proposal is a Minority or Woman Owned Business.

4.0 SELECTION PROCESS

- 4.1** A project selection committee shall be formed to review and evaluate the proposals. The selection committee members shall complete evaluation forms giving consideration to information provided in the proposals.

The selection committee may elect to interview firms short listed but reserves the right to award the contract based upon the City's review and ranking of proposals.

4.2 Contract Negotiation

The selected firm will be responsible for developing and submitting a detailed Project Scope and Time Schedule to be included in the contract documents. This scope and schedule shall be consistent with the requirements of this RFP and is subject to approval by the City of Greenville.

GENERAL TERMS AND CONDITIONS

PUBLIC RECORD

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the City's Purchasing Division from 8:00 a.m. to 5:00 p.m., Monday through Friday, at 206 South Main Street, 7th Floor, City Hall, Greenville, South Carolina.

PROPRIETARY INFORMATION

The constrictors are asked for any restriction on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable laws, regulations and policies of the City of Greenville South Carolina. All proprietary information shall be labeled as such in the proposal.

BACKGROUND CHECK

The City reserves the right to conduct a background inquiry of each consultant which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the consultant consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

RECORDS

The consultant shall maintain accurate and detailed books, records, correspondence and accounts relating to all parts of the project. Records shall be kept in accordance with sound generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this contract. Such records shall be available during the term of the contract and for four (4) years after final payment under this contract.

REQUIREMENTS

The successful consultant shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

INDEPENDENT CONSULTANT

The selected consultant shall be legally considered an independent consultant and neither the consultant nor its employees shall, under any circumstances, be considered employees of the City; and the City shall be at no time legally responsible for any negligence or other wrong doing by the consultant or its employees. The City shall not withhold from the contract payment to the consultant any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Consultant. Further, the City shall not provide to the consultant any insurance coverage or other benefits, including Workers' Compensation.

JURISDICTION

This agreement shall be governed by the laws of the state of South Carolina.

ASSIGNMENT

The consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without prior written consent of the City.

ACCEPTANCE OF PROPOSAL CONTENT

Before submitting an offer, each respondent shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the offer will rely. If the offeror receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the consultant for additional compensation.

COMPETITIVE NEGOTIATION SOLICITATION

Negotiations shall be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked firsts shall be formally terminated and negotiations with the offeror ranked second shall be conducted.

FORCE MAJEURE

The consultant shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

FAILURE TO ENFORCE

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the City to enforce any provision at any time in accordance with its terms.

FAILURE TO DELIVER

In the event of failure of the consultant to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

EMPLOYMENT DISCRIMINATION

During the performance of the contract, the selected consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the normal operations of the consultant. The consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of a consultant to furnish the required services, and the consultant will furnish to the City requested information and data for this purpose. The City reserves the right to reject any consultant if the evidence submitted by or investigation of the consultant fails to satisfy the City that such consultant is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein. Consultant will fully inform themselves as to conditions, requirements, and scope and manner of services before submitting their proposal. Failure to do so will be at the consultant's own risk.

INDEMNIFICATION

The selected consultant covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the selected consultant's negligent performance or nonperformance of the terms of the contract.

INSURANCE

The consultant shall procure and maintain, during the life of the contract, insurance coverage, for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the consultant's obligations, with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability. Original certificates, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful bidder.

Certificates of insurance must be included in the proposal.

- (a) Commercial General Liability: The consultant shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the consultant and against all claims resulting from damage to any property due to any act or omission of the consultant, his agents, or employees in the operation of the work or the execution of this contract.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the consultant's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and
Property Damage \$1,000,000 per occurrence

- (b) Comprehensive Automobile Liability: The consultant shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles,

or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and
Property Damage \$1,000,000 Combined Single Limit

- (c) South Carolina Workers' Compensation Insurance: The consultant shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers' Compensation - Statutory Limits
Employers Liability Insurance - \$500,000 - Each Accident
\$500,000 - Disease Each Employee
\$500,000 - Disease Policy Limit

- (d) Professional Liability Insurance: If providing a professional service, the vendor shall maintain Professional Liability Insurance to cover errors, acts of omission by the vendor, its agents and representations in the performance of its obligations herein:

.....\$1,000,000 per occurrence.

Consultant shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.

Consultant and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

The successful consultant shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this request for bids. It shall be an affirmative obligation upon the consultant to advise the City's Risk Manager at fax number 864-298-2744 or by e-mail to mteal@greenville.gov within two days of the cancellation or substantive change of any insurance policy/coverage required above. Failure to do so shall be construed to be a breach of contract.

Should consultant cease to have insurance as required during any time, all work by consultant pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The consultant shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

Subconsultant's Insurance: The consultant shall agree to cause each subconsultant employed by consultant to purchase and maintain insurance of the type specified herein, unless the consultant's insurance provides coverage on behalf of the subconsultant. When requested by the City, the consultant shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subconsultant.

PAYMENT BOND

The successful consultant, within ten (10) working days after acceptance of the consultant's offer by the City, shall furnish a satisfactory Payment Bond in the **FULL AMOUNT OF THE CONTRACT PRICE.**

The Payment Bond of the successful consultant shall assure that the consultant will promptly make payments to all persons supplying him/her or them with labor and/or materials in the prosecution of the work provided for in the contract.

FAILURE TO PROVIDE PAYMENT BOND WHEN REQUIRED

In the event the successful consultant fails to deliver to the City Purchasing Division the Payment Bond in said period of **TEN CALENDAR DAYS** after acceptance of offer by the City, then all work under the contract shall be suspended and the City shall have the option of terminating the contract. The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

PROFESSIONAL LICENSING

Consultant shall secure and pay for licenses and/or certificates that may be necessary for proper execution and completion of the contract and which are legally required when proposals are received or negotiations concluded.

CITY BUSINESS LICENSE

The Consultant must obtain all business license(s) required by the Greenville City Code and ordinances. A Business License is not required to submit a bid. However, any firm that receives an award under this bid proposal shall be required to obtain a City Business License before work can begin. For further information on the provisions of The City Business License Regulations and their applicability to this contract, contact the Greenville City Business License Division at (864) 467-4550.

TERMINATION FOR CONVENIENCE OR FOR CAUSE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the selected consultant of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the selected consultant is not performing as set out in the contract. Any such termination shall be effected by the delivery to the selected consultant of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

COMPLIANCE WITH LAWS

The selected consultant shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or Municipal Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.

RIGHTS RESERVED BY CITY

The right is reserved by the City to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City.

NON-COLLUSION AFFIDAVIT

As part of the Respondent's proposal, the consultant shall include the attached Non-Collusion Affidavit duly signed by a principal of the firm certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

ETHICS IN PUBLIC CONTRACTING

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the proposer shall certify in writing and include with its proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subconsultant in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or

anything of more than nominal value.

The proposer shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

It is the policy of the City of Greenville to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Consultant agrees to use their best effort to carry out this policy and insure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with efficient performance of this contract.

To this end, every consultant or potential consultant with the City is required to complete the S/WO/M BUSINESS ENTERPRISE FORM.

NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the City, must furnish to the City Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed.

If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

EMPLOYEE VERIFICATION PER THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

By entering into this Agreement, the Consultant hereby certifies to City that the Consultant will verify the employment status of any new employees, and require any subconsultants or sub-subconsultants performing services hereunder to verify any new employees status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

CERTIFICATION OF COMPLIANCE WITH ANTI-DISCRIMINATION PROVISIONS OF SECTION 11-35-5300, CODE OF LAWS OF SOUTH CAROLINA, 1976

If this Agreement shall have a total potential value of ten thousand dollars (\$10,000.00) or more, and/or unless such goods and/or services are offered to City for at least twenty percent (20%) less than the lowest certifying business, then, by submitting your bid and/or proposal, Contractor hereby certifies to City that Contractor is not currently engaged in, nor will it engage in, the boycott of a person or entity based in or doing business with World Trade Organization members and/or those with which the United States has free trade or other agreements aimed at ensuring open and

nondiscriminatory trade relations, with the understanding that Contractor's failure to make such affirmative certification will prevent the City from being able to contract with Contractor, thus affecting a rejection of your bid and/or proposal.

COMPLIANCE WITH THE SOUTH CAROLINA IRAN DIVESTMENT ACT OF 2014

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310 of the Code of Laws of South Carolina, 1976.

NON-APPROPRIATION

Any contract entered into by the City resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

PROPOSAL SUBMISSION SHEET

The following documents must be included with this Request for Proposal:

1. RFP Signature Form (must be signed in ink)
2. Certificate of Insurance showing present coverage
3. Copy of the Offeror's City Business License (A Business License is not required to submit an offer, however, if an award is made, the offeror will have ten (10) days to furnish a copy of the license to the Purchasing Division).
4. Ethics in Public Contracting Certification
5. Non-Collusion Affidavit
6. Small / Woman-Owned / Minority Business Enterprise Form
7. OMB Form 5A
8. OMB Form 5B
9. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
10. Certification of Compliance with the South Carolina Illegal Immigration Reform Act

SIGNATURE FORM

CITY OF GREENVILLE SOUTH CAROLINA RFP NO. 16-3520

OFFEROR'S NAME: _____

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed and agrees to complete the work as described in accordance with the Request for Proposal and Contract Documents.

Bidder warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Bidder**, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

This offer is genuine and not made in interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Bidder** has not directly induced or solicited any other **Bidder** to submit false or sham bid; **Bidder** has not solicited or sought by collusion to obtain for itself any advantage over any other **Bidder** or other **Owner**.

Bidder has examined copies of all documents and of the following addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____

1. **COST PROPOSAL:** \$ _____

2. City of Greenville Business License Number _____

3. Name of Insurance Carriers:

Liability _____	Expires _____
Property Damage _____	Expires _____
Workers' Compensation _____	Expires _____
Professional Liability _____	Expires _____

4. Offeror's Information:

Offeror _____

Post Office Box _____ Zip _____

Street _____ Zip _____

City _____ State _____

Telephone _____ Fax _____

Email _____

*Signature _____ Title _____

Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.

Printed Name _____ Date _____

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He/She is _____ (title) for/of _____ (company/business), the Bidder that has submitted the attached Bid;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Bidder;
3. He/She is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
4. Such Bid is genuine and is made without fraud;
5. Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or subcontractor in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Bidder, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

DATE

COMPANY/BUSINESS

BY: _____
SIGNATURE

PRINTED NAME

SWORN to before me this _____
day of _____, 20____

ITS: _____
TITLE

Notary Public for _____ (state)

My commission expires _____

By: _____
(signature)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

7. He/She is _____ of _____, the Bidder that has submitted the attached Bid;
8. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
9. Such Bid is genuine and is not a collusive or sham Bid;
10. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Greenville, SC or any person interested in the proposed contract; and
11. The price or prices quoted in the attached Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) _____

(title)

Subscribed and sworn to before me
this _____ day of _____, 20____

(signature)

My commission expires _____



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER REGISTRATION
AFFIDAVIT INCOME TAX WITHHOLDING**

I-312
(Rev. 4/27/10)
3323

Mail to: The company or individual you are contracting with.

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (doing business as):

3. Mailing Address: _____

4. Federal Employer Identification Number (FEIN): _____

5. _____ Hiring or Contracting with:
Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____

Address: _____

_____ Beneficiary of Trusts and Estates:
Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):

- ☐ The South Carolina Secretary of State or
☐ The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-550 (temporarily doing business or professional services in South Carolina), 12-8-540 (rentals), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____ Date

If Corporate officer, state title: _____

(Name - Please Print)

INFORMATION
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

Our Internet address is: **www.sctax.org**

City of Greenville
Identification of M/WBE Participation (OMB Form 5A)

I, _____
(Name of Bidder/Proposer)

do hereby certify that on this project, we will use the following M/WBEs as subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	* Minority Category

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

The total value of M/WBE contracting will be (\$)_____.

**City of Greenville M/WBE Program
Listing of the Good Faith Efforts (OMB Form 5B)**

Affidavit of _____
(Name of Bidder/Proposer)

I have made a good faith effort to comply under the following areas checked:

- ☐ Contacted M/WBEs that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ Made the construction plans, specifications and requirements available for review by prospective M/WBEs, or providing these documents to them at least 10 days before the bids are due.
- ☐ Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
- ☐ Worked with M/WBE trade, community, or contractor agencies and organizations provide assistance in recruitment of M/WBEs.
- ☐ Attended prebid meetings scheduled by the City.
- ☐ Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ Negotiated in good faith with interested M/WBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a M/WBEs based on lack of qualification should have the reasons documented in writing.)
- ☐ Provided assistance to an otherwise qualified M/WBEs in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBEs in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ Negotiated joint venture and partnership arrangements with M/WBEs in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ Provided quick pay agreements and policies to enable M/WBE contractors and suppliers to meet cash-flow demands.

The undersigned hereby certifies that he or she has read the terms of the M/WBE commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____

SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

YOUR COMPANY'S CURRENT STATUS	SUPPLIER BUSINESS CLASSIFICATIONS
<p>Is this a small business?</p> <p style="text-align: center;">Yes No</p>	<p>A small business is a business which is independently owned and operated, not dominant in its field of operation, and can qualify under criteria concerning number of employees, average annual receipts, or other criteria as outlined by the Small Business Administration. (See CFR Title 13, Part 121, as amended)</p>
<p>Is this a woman-owned business?</p> <p style="text-align: center;">Yes No</p>	<p>A woman-owned business is a business which is at least 51% owned by a woman or women who also control and operate the business.</p>
<p>Is this a minority-owned business?</p> <p style="text-align: center;">Yes No</p> <p>If Yes, please indicate minority group:</p> <p> <input type="checkbox"/> Asian American <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American </p>	<p>A minority-owned business is a business which is at least 51% owned, controlled and operated by socially and economically disadvantaged individuals. The following groups are among those presumed to be socially and economically disadvantaged: Asian Americans, Black Americans, Hispanic Americans, and Native Americans.</p>
<p>Is this a disabled-owned business?</p> <p style="text-align: center;">Yes No</p>	<p>A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.</p>
<p>Is this a veteran-owned business?</p> <p style="text-align: center;">Yes No</p>	<p>A veteran-owned business a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans.</p>
<p>Is this a disabled veteran-owned business?</p> <p style="text-align: center;">Yes No</p>	<p>A disabled veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans and disabled.</p>
<p>Are the individuals who own, control and operate this business U.S. citizens? Yes No</p>	
<p>Is this business a non-profit organization? Yes No</p>	
<p>Is this business incorporated? Yes No</p>	

* Submit copy of certification certificate, as applicable

I, _____, hereby state and declare that I am the
(name)

_____ of _____, and
(title) (name of entity)

hereby certify to the City of Greenville that, as to any service contract subsequently entered
into with the City of Greenville, that _____
(name of entity)

intends to verify any new employees' status, and require any of my subcontractors or sub-
subcontractors performing services under any contract with the City of Greenville to verify
any new employees' status, per the terms of the South Carolina illegal Immigration Reform
Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

Date: _____